

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

GREAT AMERICAN INSURANCE  
COMPANY,

Plaintiff,

v.

SOUTHERN COMMERCIAL  
WATERPROOFING COMPANY OF  
ALABAMA, INC., et al.,

Defendants.

CIVIL ACTION NO.  
03-AR-1429-S

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U.S. DISTRICT COURT  
N.D. OF ALABAMA

**ENTERED**

**MAR 26 2004**

MEMORANDUM OPINION

Plaintiff, Great American Insurance Company ("Great American"), having met the requirements of Rule 55(b)(1), F.R.Civ.P., in order to be entitled to a final judgment by default against defendant, Southern Commercial Waterproofing Company of Alabama, Inc. ("Southern Commercial"), its application for entry of final default judgment is GRANTED upon the following findings of undisputed fact.

1. Defendant, Southern Commercial Waterproofing Company of Alabama, Inc., has failed to file a timely appearance. Default was properly entered against it by the Clerk on November 18, 2003.
2. Defendant is not an infant or incompetent person or otherwise lacking in its ability to sue and be sued.
3. Plaintiff's loss covered by the indemnity agreement executed by Southern Commercial as principal is \$738,052.57, plus interest from June 17, 2003.

This court has jurisdiction over the subject matter and the parties.

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A separate order of judgment will be entered.

DONE this 26<sup>th</sup> day of March, 2004.

A handwritten signature in black ink, appearing to read "William M. Ackers, Jr.", written over a horizontal line.

WILLIAM M. ACKER, JR.  
UNITED STATES DISTRICT JUDGE